

Leeds Beckett University

Accommodation and Residential Services

Application for rebate from Tenancy Agreement guidelines

Only in exceptional circumstances will a rebate for early termination of the agreement be considered. This will only apply in circumstances which did not exist at the commencement of the tenancy agreement and which the University have had chance to adjust to or action.

- If your exceptional circumstance is linked to a disability you must have discussed your requirements with the Disability Support team prior to termination of the agreement.
- If your exceptional circumstance is related to problems with your accommodation or living conditions then you must have formerly discussed your circumstances/issues with the Halls Management or University pastoral care team (Residential Officers) prior to termination of the agreement.

Under the terms of your tenancy agreement you are required to meet the financial obligations for the full period of the tenancy unless you have identified an individual to who the tenancy agreement can be assigned.

4.3 The University has entered into this agreement on the basis that the Student has made a legally binding agreement to pay the Rent for the full Period of Residence. If the Student wishes to leave the Accommodation before the end of the Period of Residence, s/he will still have to pay Rent up to the end of the Period of Residence, unless the Accommodation is let to someone else for the remainder. If the Student wishes to terminate this agreement before the end of the Period of Residence, they must comply with **all** of the following conditions and the Student will remain liable for the Rent until all of the following conditions have been satisfied

(a) The Student must give notice to Accommodation and Residential Services Office that s/he wishes to leave by completing a Notification of Moving out Form; **and**

(b) The Student must pay for, or put right, to the University's reasonable satisfaction any breach of the Student's obligations in this agreement; **and**

(c) There must be a replacement student who is reasonably satisfactory to the University as a tenant and who is not already a tenant of the University (the University will assist the Student in finding a replacement, but does not guarantee it will be able to find one); **and**

(d) The replacement student must enter into a tenancy agreement with the University for the remainder of the Residence Period.

In order to apply for rebate from tenancy agreement please complete Application for rebate from tenancy agreement form which can be found

<http://www.leedsbeckett.ac.uk/accommodation/cancelations.htm> or can be requested from the accommodation by emailing accommodation@leedsbeckett.ac.uk

It is important that you provide evidence to support exceptional circumstances that you refer to within the document for example if you refer to an illness, medical evidence to support this will be required.

Upon completion of the Application for rebate from tenancy agreement form we recommend that you email it to accommodation@leedsbeckett.ac.uk or use a recorded delivery service.

A panel meet on a fortnightly basis and consider application details. The final decision is made based purely on the information presented and therefore it is important that you submit full details of all matters that you consider to be exceptional circumstances.

It is important to understand that you can only appeal the decision if there is further information to be considered and that there is only one opportunity to appeal the decision made by the panel.

**Accommodation and Residential Services, Leeds Beckett University, Room G28
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